

Haywood County

215 North Main Street Waynesville, NC 28786 Tel: (828) 452-6650 Fax: (828) 452-6778

Email: kris.boyd@haywoodcountync.gov

REQUEST FOR BIDS

Bid # FY2021 VEHICLES
FOR

- (1) ½ Ton Extended Cab Truck (1-Fleet White/Fire Marshall)
- (2) Mid-Size AWD SUV (2-Fleet White/HHSA)
- (1) Mid-size AWD SUV (Silver/EM)
- (1) Transport/Cargo Van (Black/Detention)
- (9) V-6 AWD Pursuit Rated Mid-size Sedan (9-Black/Sheriff)

Issued on:	10/08/2020_	
Due Date:	10/29/2020	

Administered by: Haywood County

Section 1 – BID INFORMATION

1.1 Notice to Vendors

Pursuant to General Statutes of North Carolina Section 143-129 Haywood County is soliciting bids for:

- (1) ½ Ton Extended Cab Truck (1-Fleet White/Fire Marshall)
- (2) Mid-Size AWD SUV (2-Fleet White/HHSA)
- (1) Mid-size AWD SUV (1-Silver/EM)
- (1) Transport/Cargo Van (1-Black/Detention)
- (9) V-6 AWD Pursuit Rated Mid-size Sedan (9-Black/Sheriff)

Bids will be accepted until 3:00 p.m. Thursday October 29th, 2020 at the Finance Department for Haywood County, 4th Floor 215 North Main Street, Waynesville, NC 28786.The bids will then be publicly opened and read aloud.

Complete specifications and instructions are attached herewith.

Bid documents may be obtained from Haywood County website at www.haywoodcountync.gov under the Business tab.

Bids shall be submitted on the Vendor's standard forms and shall be submitted in a sealed package identifying the bidder's name and the bid number on the face of the package and mark as follows:

<u>SEALED BID FOR FY2021 VEHICLES - DO NOT OPEN PRIOR TO 3:00 P.M. THURSDAY OCTOBER 29TH, 2020.</u>

Each bid must meet the requirements of the Request for Bids herein, including a certified cashier's check payable to the order of Haywood County Finance, or a satisfactory bid bond executed by the Bidder and a corporate surety licensed under the laws of the State of North Carolina to execute such bonds in an amount not less than 5% of the bid.

The Board of Commissioners reserves the right to reject any or all bids and to purchase off of state contract and/or a competitive bidding group purchasing program.

Haywood County Vehicle Purchase

Submission of any bid signifies the Vendor's agreement that its bid and the content thereof are valid for 90 days following the submission deadline and will become part of the contract that is negotiated between Haywood County and the successful vendor.

1.2 Intent of this RFB

This Request for Bids (RFB) is intended to provide vendors with a common, uniform set of specifications to assist them in the development of their bids and to provide a uniform method for the County to fairly evaluate bids and subsequently select a vendor for:

- (1) ½ Ton Extended Cab Truck (1-Fleet White/Fire Marshall)
- (2) Mid-Size AWD SUV (2-Fleet White/HHSA)
- (1) Mid-size AWD SUV (1- Silver/EM)
- (1) Transport/Cargo Van (1-Black/Detention)
- (9) V-6 AWD Pursuit Rated Mid-size Sedan (9-Black/Sheriff)

The County assumes no responsibility for conclusions or interpretations derived from the information presented in this RFB, or otherwise distributed or made available during this bidding process. In addition, the County will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFB or any documents provided by the County other than those given in writing by the County through the issuance of addenda. In no event may a vendor rely on any oral statement by the County or its' agents, advisors or consultants. It is the full responsibility of the vendor to thoroughly investigate the needs/requirements of the County, not necessarily assumed in this RFB and to submit a bid for the purchase of above vehicles.

1.3 Purpose

The Request for Bids is also intended to provide minimum specifications for the above vehicles. This document also establishes essential criteria for the design, performance, equipment and appearance of the vehicle. The object is to provide a vehicle that is in accordance with nationally recognized guidelines.

Section 2 - REQUEST FOR BIDS

2.1 Issuing Office and Inquiries

This Request for Bids (RFB) is issued by Haywood County. Any inquiries, clarifications, or interpretations regarding this RFB should be directed in writing to:

Peggy Cope
Purchasing Manager
Haywood County Finance Department
215 North Main Street
Waynesville, NC 28786
peggy.cope@haywoodcountync.gov

Or

Kris Boyd Director of Operations 215 N. Main Street Waynesville, NC 28786 Kris.boyd@haywoodcountync.gov

Responses to inquiries that affect the content of this RFB will be provided in writing to all recipients of the RFB through an addendum that will be posted on the County website, www.haywoodcountync.gov. It is the responsibility of each vendor to inquire about any aspect of the RFB that is not fully understood or is believed to be susceptible to more than one interpretation. The County will accept only written inquiries regarding this RFB. The County's interpretation of the RFB shall be controlling in all cases. Deadline to submit a clarification request is 5 p.m. October 20th, 2020.

2.2 Trade or Brand Name

When a trade or brand name for a particular article or object is specified, it is meant <u>only</u> as a reference for standard. Any other manufacturer of a similar article or object that is found to be reasonably equivalent to or better than the brand mentioned and used as a standard of measure is acceptable.

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2.3 Submission of Bids

Bids must be presented in a **sealed package** identifying the bidder's name and bid number on the face of the package and mark as follows:

SEALED BID FOR FY2021 VEHICLES - DO NOT OPEN PRIOR TO 3:00 P.M. THURSDAY OCTOBER 29TH, 2020.

Bids should be mailed or delivered to:

Peggy Cope Finance Department Haywood County 215 North Main Street Waynesville, NC 28786 (828) 356-2613 peggy.cope@haywoodcountync.gov

TELEPHONE BIDS AND/OR FAXED BIDS **CANNOT** BE ACCEPTED. All bids submitted must be typed or written in ink and signed by the bidder's designated representative.

Vendors must submit one original and one (1) complete copy of each bid.

No responsibility shall be attached to the County for the premature opening of any bid proposal not properly addressed or identified.

In order to be considered for selection, bids must be received by the date, time and place previously outlined. The bidding process will be considered closed at 3:00 p.m. Thursday October 29th, 2020. Failure to meet this deadline will disqualify the bidder.

In addition, along with the required cashier's check or bid bond mentioned earlier, all forms at the end of this Request for Bids are required to be completed, signed, and included with the seal bid.

2.4 Addenda

Any addenda to these documents shall be posted on the County's website at www.haywoodcountync.gov and will become part of this RFB and the contract. No oral statements, explanations, or commitments by anyone shall be of any effect unless incorporated into the addenda. It is the responsibility of the Vendor to periodically check the County's website before submitting a bid to obtain any addenda that have been issued.

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2.5 Content of Bid

Vendors shall not be allowed to submit additional documentation once bids are opened. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Vendor to disqualification.

2.6 Bid Pricing

All bid prices shall be complete and include warranty and delivery of the completed vehicle to this Agency. Taxes are to be shown as a separate line item. Bid prices shall be valid for at least 90 days from the date of the Bid Opening.

2.7 Exceptions to the RFB

Any exceptions to these specifications indicated must be clearly listed and explained on the **Vendors Exception Form**. Otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful bidder will be held responsible for delivering a vehicle meeting these specifications. Any exceptions must be referenced by section number and explained in detail on the **Exception Form**, **Appendix A of this document**. Any bidder not complying shall <u>not</u> be considered as responsive. Haywood County may accept a new 2020 model year if listed appropriately in the exception section.

2.8 Bid Withdrawal

If the Vendor desires to withdraw their bid, a request must be submitted before the bid opening, in writing to the Finance Department, with the purpose for withdrawal.

2.9 Bids Property of County

All bids submitted in response to this RFB become the property of the County once they are opened. Supporting technical manuals will be returned at the written request of the bidder. All submitted proposals and supporting material are a matter of public record.

2.10 Rejection of Bid

The County reserves the right to reject any or all bids, with or without cause, and to waive informalities when such rejection is in the interest of the County. Haywood County also reserves the right to reject the bid of a vendor who has previously failed to perform properly or complete on-time a contract of similar nature.

2.11 Disqualification of Vendors

More than one bid from an individual, firm, partnership, corporation, or association under a different name or names shall not be considered. Any or all bids shall be rejected if there is reason to believe that collusion exists among the Vendors. See Non-collusion section 2.17.

2.12 Award

The award of this bid will not be based solely on lowest price. The award will be based and granted on "BEST VALUE". "BEST VALUE" will allow Haywood County to consider factors beyond pricing such as whether the responsive, responsible vendor is able to meet and/or exceed the required specifications as well as meet the required delivery requirements. "BEST VALUE" will permit and reflect prudent stewardship of public funds and trust.

2.13 Notification of Award

After all prerequisites and specifications have been met by the bidder and the Haywood County Board of Commissioners has approved to move forward with this purchase, the successful bidder will be notified within ten (10) working days. Haywood County will notify the successful bidder in **writing**, either by a LETTER OF AWARD or a PURCHASE ORDER or both. VERBAL NOTIFICATION OF THE AWARD IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

2.14 Vendor's Guarantee

By submitting a bid on these specifications, the vendor binds himself to all conditions in these specifications, irrespective of any formalities in his order acknowledgment. No attachment or part may be substituted or applied contrary to manufacturer's recommendations and standard practice. Any variance with the specifications must be stated with the submitted bid and may, after review of all consequences of the variance, disqualify the bid. Accessory supplies shall be compiled with the rest of the equipment offered.

Vendor guarantees that the equipment is standard new equipment, latest model or regular stock product with all parts regularly used with the type of equipment offered. The unit delivered is guaranteed against faulty material and workmanship for a period of one (1) year or greater. If the delivered unit is guaranteed by the manufacturer for a period longer than one (1) year, the standard manufacturer's guarantee will prevail. If during this period, any such faults develop, the unit or part affected is to be replaced without any cost to Haywood County.

Due Date: Thursday 3:00 p.m. October 29th, 2020

2.14 Vendor's Guarantee (continued)

All regularly manufactured stock electrical items shall be listed by the Underwriter's Laboratory, Inc. Other electrical equipment shall be constructed to conform to applicable portions of the National Electrical Code. When electrical components are part of the equipment, the manufacturer's standard guarantee shall apply, unless otherwise specified.

2.15 Delivery Completion Requirement

A guaranteed delivery date may be considered in making the award. On the Bid Form please include your expected date of delivery. We expect delivery within a reasonable time frame. However, any vendor who submits a bid on these specifications agrees to accept our purchase order and agrees to guarantee complete delivery no later than June 30, 2021. If vendor feels the requested delivery/completion date cannot be met, the vendor shall so state and give revised date with bid. The delivery schedules that are submitted by the Vendor and agreed upon by the County shall automatically become binding upon the successful Vendor.

2.16 Inspections

Haywood County reserves the right to inspect all materials furnished for conformity with the specifications.

2.17 Non-Collusion

By executing and submitting this bid, the Bidder certifies that his bid is made without reference to any other bid and without any agreement, understanding, collusion or combination with any other person in reference to such bidding. See anti-collusion affidavit, included herein, to be completed and submitted as part of the bid

2.18 Taxes

Taxes should not be included in the bid of the new vehicles. Any sales tax items should be listed as a separate item at time of invoicing.

2.19 Payment

It is the desire of Haywood County to pay promptly. It is the vendor's responsibility to submit invoices directly to the Department at the address specified on the Purchase Order as "Ship and Bill To".

Invoices shall include Purchase Order number, description of item(s), quantities, unit price, extended price, freight, state and local taxes, and date of delivery.

Haywood County Vehicle Purchase

Invoices exceeding the limits established by the Purchase Order or for materials or services not qualifying under the specifications as ordered, are subject to be disqualified for payment.

Final payment shall be made the day of delivery after the vehicles being received, are inspected and found to comply with these procurement specifications.

Vendors must provide tax information to include vendor's full business name, address, "remit to" address, and federal tax identification number.

2.20 Minority Business Enterprise

It is the policy of Haywood County to take affirmative action to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the County with goods and services at competitive prices.

2.21 Indemnification

The successful bidder shall hold the County, to include all Board members and employees, harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs, expenses, including attorneys' fees, that:

- a) arise out of, are connected with, or result directly or indirectly from the successful bidder's failure to perform any of its obligations under this request for bids; or
- b) are a result of a breach of any of the successful bidder's warranties. No indemnification responsibilities created by this section shall survive and be enforceable after the contract between the County and the successful bidder terminates or expires, and they shall be terminated only by written agreement of the successful bidder and the County.

2.22 Federal Funds

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q). and the Federal Water Pollution Control Act (33 U.S.C.1251-1387); Debarment and Suspension (Executive Orders 12549-12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R §200.322); and Record Retention Requirements (2 C.F.R §200.324).

Section 3 - SPECIFICATIONS

Specification #1 Fire Marshal 1/2 Ton 4x4 Extended Cab Truck

Latest model, 2021, 1/2 ton, extended cab, with all equipment normally furnished by the manufacture to include:

ENGINE: 5.0 Liter minimum displacement

TRANSMISSION: Automatic

OPTIONS:

- Long bed
- 4-Wheel drive
- Factory installed air conditioning
- AM/FM radio
- 40/20/40 cloth seats (black or gray) with front fold down center console
- Vinyl floor covering
- Power windows & door locks
- OEM Keyless entry (key fob acceptable)
- 2" receiver type hitch with trailer wiring and 7 pin connector
- Towing Package (to include hitch, wiring, brake and transmission cooler)
- Fleet white

Quantity Requested - 1

Specification #2 **HHSA**All Wheel Drive SUV

Latest model, 2021, All Wheel Drive SUV with all standard equipment normally furnished by the manufacturer to include:

ENGINE: Manufacturer's standard gasoline engine, alternator, battery and cooling package.

TRANSMISSION: Automatic with overdrive

OPTIONS:

- Factory installed air conditioning
- AM/FM radio
- Dual exterior mirrors
- Power windows & door locks
- Tilt steering
- OEM Keyless entry (key fob will be acceptable)
- 2 ignition keys and remotes
- Cloth seats
- Vinyl flooring desired, carpet will be acceptable.
- OEM vehicle specific all season floor mats
- Rear Window defogger, electric
- Reverse camera, in dash screen
- Rear doors to have child safety locks
- Fleet White
- Original Manufacturer's Certificate of Origin, at time of delivery

Quantity Request – 2

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All Wheel Drive SUV SSV

Latest model, 2021, All Wheel Drive SUV (SSV) with all standard equipment normally furnished by the manufacturer to include:

ENGINE: Manufacturer's standard gasoline engine, alternator, battery and cooling package.

TRANSMISSION: Automatic with overdrive

OPTIONS:

- Factory installed air conditioning
- AM/FM radio
- Dual exterior mirrors
- Power windows & door locks
- Tilt steering
- OEM Keyless entry (key fob will be acceptable)
- 2 ignition keys and remotes
- Vinyl flooring
- OEM vehicle specific all season floor mats
- Rear Window defogger, electric
- Reverse camera, in dash screen
- Rear doors to have child safety locks
- Original Manufacturer's Certificate of Origin, at time of delivery
- Silver in Color
- NO third row seat

Quantity Request – 1

Specification #4 Sheriff High top Transport Van

Latest model, 2021, High top Transport Van with all standard equipment normally furnished by the manufacturer to include:

ENGINE: Manufacturer's standard gasoline engine, alternator, battery and cooling package.

TRANSMISSION: Automatic with overdrive

OPTIONS:

- Factory installed air conditioning
- AM/FM radio
- Dual exterior mirrors
- Power windows & door locks
- Tilt steering
- OEM Keyless entry (key fob will be acceptable)
- 2 ignition keys and remotes
- Cloth seats
- Vinyl flooring desired
- OEM vehicle specific all season floor mats
- Reverse camera, in dash screen
- Rear doors to have child safety locks
- Black in color
- Original Manufacturer's Certificate of Origin, at time of delivery

Quantity Request - 1

Due Date: Thursday 3:00 p.m. October 29th, 2020

Specification #5 Sheriff

All Wheel Drive pursuit rated sedan

Latest model, 2021, All Wheel Drive pursuit rated sedan with all standard equipment normally furnished by the manufacturer to include:

ENGINE: V-6

TRANSMISSION: Automatic with overdrive

OPTIONS:

- Factory installed air conditioning
- AM/FM radio
- Dual exterior mirrors
- Power windows & door locks
- Tilt steering
- OEM Keyless entry (key fob will be acceptable)
- 2 ignition keys and remotes
- Cloth seats
- Vinyl flooring
- OEM vehicle specific all season floor mats
- Rear Window defogger, electric
- Reverse camera, in dash screen
- Rear doors to have child safety locks
- Original Manufacturer's Certificate of Origin, at time of delivery
- Black in Color

Quantity Request - 9

Section 4 - RFB Items Check List

Please use the following proposal checklist to ensure you are submitting a complete proposal. Clearly identify all CD-ROMs with your business name and address. Please indicate where the information is located within your proposal submission. Place this check list in the table of contents of your proposal. **The following forms and items must be included in the RFB:**

Section	RFB Item	Indicate "Included" or "Not Included"	Location- Tab
1.1	Bid Bond or Certified Cashier's Check		
2.3	1 Original Bid & 1 Copy		
2.14	Manufacturer's Warranty		
Section 4	RFB Items Check List		
Appendix A	Exception Form		
Appendix B	Bid Form		
Appendix C	Anti-Collusion Affidavit		
Appendix D	E-Verify Affidavit		
Appendix E	Iran Divestment Act Certification		

Bid #FY2021 VehiclesHaywood County Vehicle Purchase

Appendix A – EXCEPTION FORM

Section Number	Explanation	
Signature		Date
Print Name		
Title		
Company		
Address		
E-mail		
Telephone		

Appendix B-BID FORM

BID NO. FY2021 Vehicles

I, (We), the undersigned after reading and fully understanding the terms, conditions and specifications of Request for Bids No. FY2021 Vehicles agree to furnish a firm fixed price (excluding tax).

1.	1 (One) 1/2 Ton Extended Cab Truck Fleet White (1) (Fire Marshall)		ck	
	x		= \$	
Make	Model	Delivery		
Exception: Y				
2.	2 (Two) Mid-Siz 2-Fleet White			
	X Model		= \$	
Make	Model	_ Delivery		
Exception: Yes	No			
3.	1 (One) Mid-Siz 1-Silver (EM)		•	
Maka	X Model	Delivery	= \$	
Exception: Yes		_ Delivery		
4.	1 (One) High To	p Transport Van		
	2-Black (Shei	-		
	X		= \$	
Make	Model	Delivery		
Excention: Yes	No			

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5.	9 (Nine) AWD 9-Black (pursuit rated sedan Sheriff)	
	X`	·	_= \$
		Delivery	_
Exception:	tes no		
COMPANY N	AME:		
CITY:		STATE:	ZIP CODE:
TELEPHONE		FAX:	
EMAIL ADDR	ESS:		
PRINT NAME	:		
	SIGNATURE:		

Appendix C-Anti-Collusion Affidavit



ANTI-COLLUSION AFFIDAVIT

HAYWOOD COUNTY NORTH CAROLINA

	, being first duly sworn deposes and says that:		
1.	(S)he is the of (the company submitting the attached proposal);		
2.	(S)he is fully informed respecting the preparation and contents of the attached bid and o all pertinent circumstances respecting such bid;	f	
3.	Such bid is genuine and is not collusive or sham;		
4.	Neither the said bidder nor any of its officers, partners, owners, agents, representative employees or parties in interest, including this affiant, has in any way colluded, conspire connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in an amanner, directly or indirectly, sought by agreement or collusion or communication conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawfagreement any advantage against the County of Haywood, or any person interested the proposed contract; and	d, nit en ny or ed ce ful	
5.	The price or prices quoted in the attached bid are fair and proper and are not contain by any collusion, conspiracy, connivance or unlawful agreement on the part of the bid or any of its agents, representatives, owners, employees, or parties, in interest, including this affidavit.		
	(SEAL)		
	(TITLE)		
Subs	ribed and sworn to before me, this day of, 20		
Notar	Public		
	My Commission expires		

Haywood County Vehicle Purchase

Appendix D- E-Verify Affidavit Haywood County 215 N. Main Street

Waynesville, NC 28786



E-VERIFY AFFIDAVIT

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The State of North Carolina recently passed HB 786 (S.L. 2013-418) enacting NCGS 160A-20.1(b) which prohibits governmental units from doing business with contractors/companies who do not comply with E-Verify. The law also applies to a contractor's subcontractors.
Article 2 of Chapter 64 of the NCGS requires an employer that transacts business in the State of North Carolina and employs 25 or more employees in the State of North Carolina to verify the work authorization of its employees through the federa E-Verify program.
In accordance with the NCGS, Haywood County requires all contractors/companies who do business with Haywood County to comply with the E-Verify requirements as evidenced by submission of this affidavit for formal bids. ***********************************
I,(the individual attesting below), being duly authorized by and on behalf of
(the entity bidding on project/contracting with county, hereinafter "Employer") after first
being duly sworn hereby swears or affirms as follows:
1. Employer understands that <u>E-Verify</u> is the federal E-Verify program operated by the United States Department of
Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of
newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify . Each employer, after hiring an employee to work in the
United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. <u>Employer</u> is a person, business entity, or other organization that transacts business in the State of North Carolina and that
employs 25 or more employees in North Carolina. (mark Yes or No)
a. YES, or b. NO
4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any
subcontractors subsequently hired by Employer.
This day of
Signature of Affiant
Print or Type Name:
State of County of
Signed and sworn to (or affirmed) before me, this the
State of County of Signed and sworn to (or affirmed) before me, this the day of, 201
My Commission Expires:

Notary Public

Bid #FY2021 VehiclesHaywood County Vehicle Purchase

_Appendix E- Iran Divestment Act Certification

Haywood County	ounty		
215 N. Main Street	N. Main Street		
Waynesville, NC 28786	7808 34	CERTIFICATION	
**********	************	********	
Name of Company:			
IRAN DIVESTMENT ACT CERTIFICAT REQUIRED BY N.C.G.S. 143C-6A-5(a)			
As of the date listed below, the entity lis Treasurer pursuant to N.C.G.S. 143-6A	sted above is not listed on the Final Divestment Li -4.	st created by the State	
The undersigned hereby certifies that he statement.	e or she is authorized by the entity listed above to	make the foregoing	
Signature	Date		
Printed Name	Title		

Revised 2/26/16